

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 5/22/2006

Florida _____ North Carolina _____ Region II _____ Region V _____
Texas _____ South Carolina _____ Region III _____ Region VI _____
Ohio _____ Puerto Rico _____ Region IV _____ Other _____

FROM: Rural Services Manager
Virginia Employment Commission
P. O. Box 1358
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. VA 5051990

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 5/22/2006 for 10, Farmworker, Fruit II 403-687-010
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle C. Abraham
(signature)

* * * * *

DATE _____

The above request has been reviewed and action taken as indicated below:

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)

Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 06/30/2006

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) William L. Whitacre P.O. Box 657 Cross Junction, VA 22625 540 888-3429		Industry Code / Código de Industria 0175		Job Order # / No. Orden de Empleo VA5051990																
2. Location and Direction to Work Site / Dirección del lugar de trabajo Frederick County in the state of Virginia (see attachment / para más detalles vea 1)		Occupational Title and Code / Título Ocupacional y Código Farmworker, Fruit II 403.687-010																		
		Clearance Order Issue Date / Fecha de Tramite: 5/22/06																		
		Job Order Expiration Date / Fecha de expiración: 09/10/06 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 07/10/06 To/ Hasta 11/11/06																		
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Mobile Home Total Capacity Old Mill Lane Cross Junction, VA (see attachment / para más detalles vea 1)		7. No. of Worker's Requested / No. de Trabajadores Pedidos 10 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 44 <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Sunday / Domingo</td> <td style="width:50%;">Wednesday / Miercoles</td> <td style="width:10%; text-align: center;">8</td> </tr> <tr> <td>Monday / Lunes</td> <td>Thursday / Jueves</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Tuesday / Martes</td> <td>Friday / Viernes</td> <td style="text-align: center;">8</td> </tr> <tr> <td colspan="2">(see attachment 1)</td> <td>Saturday / Sabado</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: center;">4</td> </tr> </table>				Sunday / Domingo	Wednesday / Miercoles	8	Monday / Lunes	Thursday / Jueves	8	Tuesday / Martes	Friday / Viernes	8	(see attachment 1)		Saturday / Sabado			4
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Tuesday / Martes	Friday / Viernes	8																		
(see attachment 1)		Saturday / Sabado																		
		4																		
4. Board Arrangements / Arreglo de Alojamiento (see attachment / para más detalles vea 1)		9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																		
		5. Referral Instructions / Instrucciones para el Referimiento de Candidatos (see attachment / para más detalles vea 1)																		
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Primary duties are the harvesting and canning of crops to include peaches, apples, and sweet corn (see attachment / para más detalles vea 1&2)																				
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] (see attachment / para más detalles vea 1&2)																				
11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)																				
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI NO NO															
Peach Pruning	\$ 8.51	\$		Social	X															
Peach Picking	\$ 8.51	\$		Federal Tax Impuestos Federales	X															
Apple Picking	\$	\$.58		State Tax Impuestos Estatales	**															
Picking Corn	\$ 8.51	\$		Meals (comidas)	X															
Cannery Work	\$ 8.51	\$		Other (specify) Otro	X															
More Details About the Pay/Más Detalles Sobre el Pago ** if applicable, excludes H2A workers (see attachment / para más detalles vea 2)																				
12. Transportation Arrangements / Arreglos de Transportación (Please explain) (see attachment / para más detalles vea 2&3)																				
13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																				
14. Unemployment Insurance provided / Seguro por Desempleo: 15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: 16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																				
17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") None/Ninguno																				
18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") None/Ninguno																				
19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) Virginia Employment Commission 100 Premire Place Winchester VA 22602 540 722-3415			20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) Mac Munoz 540 722-3415																	
21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos. Employer's Signature & Title/ Firma y Título del Empleador <div style="text-align: right;">Owner</div>																				
READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y																				

trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

APPLICATION
FOR
ALIEN EMPLOYMENT CERTIFICATION

IMPORTANT: READ CAREFULLY BEFORE COMPLETING THIS FORM

PRINT legibly in ink or use a typewriter. If you need more space to answer questions in this form, use a separate sheet. Identify each answer with the number of the corresponding question. SIGN AND DATE each sheet in original signature.

To knowingly furnish any false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by \$10,000 fine or 5 years in the penitentiary, or both (18 U.S.C. 1001)

PART A. OFFER OF EMPLOYMENT																					
1. Name of Alien (Family name in capital letter, First, Middle, Maiden) Unknown (Worker to be recruited in Jamaica)																					
2. Present Address of Alien (Number, Street, City and Town, State ZIP code or Province, Country) Jamaica, West Indies										3. Type of Visa (If in U.S.) N/A											
The following information is submitted as an offer of employment.																					
4. Name of Employer (Full name of Organization) William L. Whitacre										5. Telephone (540) 888-3429											
6. Address (Number, Street, City and Town, State ZIP code) P. O. Box 657, Cross Junction, VA 22625																					
7. Address Where Alien Will Work (if different from item 6)																					
8. Nature of Employer's Business Activity Orchardist			9. Name of Job Title Harvest Worker, Fruit 403.687-010			10. Total Hours Per Week		11. Work Schedule (Hourly) 7:30 a.m. 4:00 p.m.		12. Rate of Pay											
						a. Basic 44	b. Overtime			a. Basic \$ 8.51 per <u>Hour</u>	b. Overtime \$ per hour										
13. Describe Fully the job to be Performed (Duties) <div style="border: 1px solid black; padding: 5px;"> <p>Primary duties are the harvesting /canning of crops to include peaches, sweet corn, and early apples. Workers will be required to selectively pick fruit according to size and state of maturity as directed by the supervisor. Worker will perform general canning activities in the processing of jams/jellies/preserves/fruit butters and juices. Additional harvest related duties may be offered including the operation of tractor or hand operated equipment. Work hours 7:30 am - 4:30 pm according to weather and crop conditions. While picking peaches and sweet corn and while working the cannery, workers will earn \$8.51</p> </div>																					
14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above.						15. Other Special Requirements <div style="border: 1px solid black; padding: 5px;"> <p>Worker should be in good health and physically able to perform the duties described in Item # 13 above.</p> </div>															
												EDUCATION (Enter number of years)		Grade School	High School	College	College Degree Required (specify)				
												TRAINING		No. Yrs.		No. Mos.	Type of Training				
												EXPERIENCE		Job Offered		Related Occupation	Related Occupation (specify)				
		Yrs. Mos.		Yrs. Mos.																	
16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor										17. Number of Employees Alien Will Supervise											
<div style="display: flex; justify-content: space-between;"> <div> <p>ENDORSEMENTS (Make no entry in section - for Government use only)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Date Forms Received</th> </tr> </thead> <tbody> <tr> <td>L.O.</td> <td>S.O.</td> </tr> <tr> <td>R.O.</td> <td>N.O.</td> </tr> <tr> <td>Ind. Code</td> <td>Occ. Code</td> </tr> <tr> <td colspan="2">Occ. Title</td> </tr> </tbody> </table> </div> <div> <p>•</p> <p>•</p> </div> </div>												Date Forms Received		L.O.	S.O.	R.O.	N.O.	Ind. Code	Occ. Code	Occ. Title	
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18. COMPLETE ITEMS ONLY IF JOB IS TEMPORARY				19. IF JOB IS UNIONIZED (Complete)			
a. No. of Openings To Be Filled By Aliens Under Job Offer 10		b. Exact Dates You Expect To Employ Alien From: 07/10/06 To: 11/11/06		a. Number of Local N/A		b. Name of Local N/A	
						c. City and State	
20. STATEMENT FOR LIVE-AT-WORK JOB OFFERS (Complete for Private Household ONLY)							
a. Description of Residence			b. No. Persons residing at Place of Employment			c. Will free board and private room not shared with any-one be provided? ("X" one)	
("X" one) House Apartment		Number of Rooms	Adults	BOYS	GIRLS	Children	Ages
							— YES NO
21. DESCRIBE EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS. (Specify Sources of Recruitment by Name)							
Clearance Orders have been filed with the Virginia Employment Commission. Employer will contact previous workers where possible. Advertisements will be placed in area publications. See attached Recruitment Plan.							
22. Applications require various types of documentation. Please read Part II of the instructions to assure that appropriate supporting documentation is included with your application.							
23. EMPLOYER CERTIFICATIONS							
By virtue of my signature below, I HEREBY CERTIFY the following conditions of employment.							
a. I have enough funds available to pay the wage or salary offered the alien.				e. The job opportunity does not involve unlawful discrimination by race, creed, color, national origin, age, sex, religion, handicap, or citizenship.			
b. The wage offered equals or exceeds the prevailing wage and I guarantee that, if a labor certification is granted, the wage paid to the alien when the alien begins work will equal or exceed the prevailing wage which is applicable at the time the alien begins work.				f. The job opportunity is not:			
c. The wage offered is not based on commissions, bonuses, or other incentives, unless I guarantee a wage paid on a weekly, bi-weekly, or monthly basis.				(1) Vacant because the former occupant is on strike or is being locked out in the course of a labor dispute involving a work stoppage.			
d. I will be able to place the alien on the payroll on or before the date of the alien's proposed entrance into the United States				(2) An issue in a labor dispute involving a work stoppage.			
				g. The job opportunity's terms, conditions and occupational environment are not contrary to Federal, State or local law.			
				h. The job opportunity has been and is clearly open to any qualified U.S. worker.			
24. DECLARATIONS							
DECLARATION OF EMPLOYER ➔ Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury the foregoing is true and correct.							
SIGNATURE						DATE	
NAME (Type or Print) William Lee Whitacre						TITLE Owner	
AUTHORIZATION OF AGENT OF EMPLOYER ➔ I HEREBY DESIGNATE the agent below to represent me for the purposes of labor certification and I TAKE FULL RESPONSIBILITY for accuracy of any representations made by my agent.							
SIGNATURE OF EMPLOYER						DATE	
NAME OF AGENT (Type or Print) Carol Burke						ADDRESS OF AGENT (Number, Street, City, State, ZIP code) 801 Fairmont Avenue Winchester, VA 22601	

Item 3. All housing complies with applicable Federal housing regulations. Beds, mattresses, electricity, hot and cold water for bathing and laundry, flush toilets, showers and kitchen facilities are provided without charge by the employer.

For workers recruited under this job order, the owner of the housing shall within 48 hours of occupancy by the worker post a legible notice in a prominent place at the housing site, with a copy thereof furnished to the local office of the Virginia Employment Commission, stating the particular days and times of the day or week that the housing premises will be open and available for qualified social workers to enter thereon to offer and provide the services to which the workers are entitled. Such notices shall not be unreasonably restrictive in its content. The purpose of said notice is twofold:

1. To inform agencies of times they may expect to find workers at the housing site.
2. To inform workers when to expect the agencies to appear to furnish them services to which they are entitled.

The employer shall provide a suitable burial for the worker if he or she dies during the continuance of the worker's employment hereunder, or in lieu thereof, at the request of the next of kin, pay the cost involved in the preparation and transportation of the deceased to the place of origin.

Item 4. The employer will provide transportation for workers to and from a store at least once per week for the purchase of supplies. Workers will purchase and prepare own meals.

Item 5. Referral of individuals shall be made through the Winchester local office of the Virginia Employment Commission in order to ascertain current employment, crop and housing information and to enable proper arrangements to be made. It will be the responsibility of the applicant holding office to inform applicants of the terms and conditions of the Clearance Order. When possible, a translator will be made available. the employer will be available for interviews between the hours of 9 A.M. and 4 P.M. Monday through Friday. The Frederick County Fruit Grower's Association, as agent, may assist in this process.

This job order does not constitute an agreement of contract between the employee and the employer until such time the employee has actually worked and has been placed on the payroll of the employer.

Item 8. A worker may be offered more than 8 hours work per day, and in an emergency, a worker may be requested, but required, to work on his or her Sabbath.

Item 10. All fruit must be picked and handled carefully to avoid bruising for fresh market or gourmet packing/processing operations. When necessary fruit may be picked from 16' to 24' ladders or 10'- 12' step ladders. Workers may be required to pick entire tree or to spot pick fruit. Workers will be required to selectively pick according to the size and state of maturity as directed by the supervisor. Workers will hand pick sweet corn into bushel baskets, which are then emptied into bins. Workers will be required to selectively pick according to size and state of maturity as directed by the supervisor. Workers will perform general activities in the processing of jams, jellies, preserves, fruit butters and fruit juices. Duties may include stacking, peeling, inspecting, packing, casing, operating possessing machinery, preparing crops for fresh market. Additional harvest related duties may be offered including related tasks involving the operations of tractors or hand operated equipment. Individual workers are supervised by the employer or his agent, who provides daily transportation, training, job instructions and who keeps payroll records.

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When picking fruit, the worker will be expected to pick bruise free to meet fresh market requirements. The definition of bruise free picking is the U.S.D.A. Standard for U.S. Extra Fancy Grade packing fruit.

The employer or employer's agent will demonstrate to the worker proper picking or processing techniques and will periodically monitor the worker's performance. Additional instructions will be provided as necessary during the 24 hour training period. The employer maintains the right to dismiss a worker, who after the 24 hour training period, continues to exhibit, upon inspection, excess bruising.

The employer maintains the right to refuse to accept an obviously unqualified worker or to discharge a malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the job.

All tools, supplies and equipment required to perform the duties assigned the worker will be provided by the employer without charge, including deposit charge.

All terms and conditions included in the job order will apply equally to all workers, domestic and foreign, employed under this job order.

Item 11. The employer agrees to guarantee all workers employed in the 2006 season a minimum of \$8.51 per hour, which is the adverse effect wage rate, or the prevailing hourly rate as established by the Department of Labor. Other harvest-related duties, which may be offered, will be paid at the hourly rate of \$8.51. If a higher or lower minimum wage standard applicable to the employment covered by the job order is promulgated during the period of employment covered by the job order, the higher, or, at the discretion of the employer, lower, wage standard will apply to employment beginning on the effective date of any such new wage standard.

The employer guarantees to offer the worker employment for at least three fourths of the work days of the total period of employment and all extensions thereof are in effect beginning with the first work day after the arrival of the worker at the place of employment and ending on the termination date specified in the job order or in its extension if any. The worker is covered by worker's compensation, which is provided by the employer.

Without prejudice to the employment guarantee for opportunity of doing not less than 75% of full time work during the total employment period, the employer shall provide sufficient work to enable the worker, being willing and able to work, and reporting for work at the job site during specified hours work is available, to earn a sum not less than the sum of \$84.00 (hereinafter referred to as "the stipulated minimum earnings") in respect of each period of two weeks or pay the worker an allowance of a sum which together with the sum earned by the workers during such period will equal the stipulated earnings; or if the workers have had no opportunity to earn any wages during such period, the employer shall pay to the worker a sum in the amount of the stipulated earnings.

Workers are paid weekly by individual check. The employer will furnish to each worker on payday an itemized accounting of earnings and of all legal and authorized deductions. The employer is subject to Federal minimum wage laws.

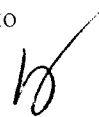
Item 12, The employer agrees to reimburse individual workers for reasonable transportation expenses and no less than \$9.25 per day for subsistence expenses from the worker's place of recruitment to Winchester, Virginia, who continues under employment for a period of (15) fifteen consecutive calendar days, or 50% of the employment period, whichever is shorter. Those workers paying the transportation and reasonable subsistence expenses from the place of recruitment to Winchester, Virginia who are unable to complete the minimum employment for legitimate medical reasons sustained or contracted after arrival, shall also be reimbursed for the same. If, before the expiration date specified in the work contract,

services of the worker are no longer required for reasons beyond the control of the employer due to fire, hurricane, or other act of God which makes the fulfillment of the contract impossible the employer may terminate the work contract. In the event of such termination of a contract, the employer shall fulfill the three-fourths guarantee for the time that has elapsed from the start of the work contract to its termination. In such cases the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not affected, the employer shall:

- (i) Offer to return the worker, at the employer's expense to the place from which the worker, disregarding intervening employment came to work for the employer
- (ii) Reimburse the worker for full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment and
- (iii) Notwithstanding whether the employment has been terminated prior to completion of 50% of the work contract period originally offered by the employer, pay the worker for costs incurred by the worker for transportation and daily subsistence from the place from which the worker, without intervening employment, has come to work for the employer to the place of employment. The amount of transportation payment shall be no less (and shall not be required to be more) than the most economical and reasonable similar common carrier transportation charges for the distances involved.

In case of medical termination or in case of termination as a result of an act of God, as certified by the Regional Administrator, the employer will also provide or pay the cost of return transportation and subsistence enroute from place of employment to the place of recruitment, except when the worker is not returning to the place of recruitment and has subsequent employment with an employer who will bear transportation expenses. The employer shall provide living accommodations and subsistence for the worker from the date of termination of work opportunity, other than for cause, until pursuant to arrangements made by the employer, the worker leaves the place of employment for his return journey to the place of his recruitment. If the worker completes his employment, the employer will provide or pay the cost of return transportation and subsistence from the place of employment to the place of recruitment except when the worker is not returning to the place of recruitment, and has subsequent employment with an employer who will bear transportation expenses, in any case reimbursement will not exceed inbound cost. If the worker voluntarily abandons his employment, or is terminated for cause prior to completion of the period of employment, the employer will not be responsible for providing or paying the cost of return transportation and subsistence from the place of employment to the place of recruitment. All transportation provided by the employer will be by common carrier or other transportation facilities which conform to applicable regulations of the Interstate Commission.

Transportation from the worker's on-the-job-site living quarters to the place where the work is to be performed will be provided without cost to the worker.



I agree to abide by the regulations at 20CFR 655.103, and the assurances at 20CFR 653.501. I, as the employer, agree to provide the worker, no later than the day commencing employment, a copy of the work contract as provided by 20 CFR 655-102 (b), (Section 14).

I hereby request permission for conditional entry into the intra/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance in 2005 but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my job order into clearance, I certify that 30 days prior to occupancy my housing will meet standards of the U.S. Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or U.S. Employment and Training Administration to inspect the housing I am offering at a reasonable time to verify its condition.

I expect my housing to be occupied by

Carol Burke
Agent

5/17/06
Date

[Signature]
E.S. Representative

5/17/06
Date

Recruitment Plan 2006

Regulations require recruitment to be done "to an extent no less than that of non-H-2A agricultural employers of comparable or smaller size, in the area of employment."

Based on information received from the Virginia Employment Commission staff and area non-H-2A agricultural employers, the general recruitment policies are:

Either contact last year's workers and/or crewleaders or are contacted by those workers and/crewleaders.

Those growers who use crewleaders work with the same people year to year.

Some growers place an ad in the local newspapers

Based on this information, we are submitting the following plan:

1. Last year's workers and/or crewleader are being/will be contacted.
2. Employment Service office in labor surplus areas, as designated by DOL, are being/will be contacted.
3. Large ads will be placed in two area newspapers.
4. Regular contact will be kept with local and state employment offices.
5. New sources of labor will be explored as information is received.

Total number of Workers on This Request: 10 Total number of Labor Force Required: 10

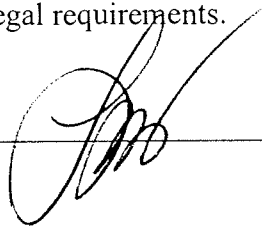
[Signature]

Employer's Statement Pursuant to 20 CFR Section 655.101 (a) (2)

The undersigned employer, pursuant to 20 CFR Section 655.101 (a) (2), does hereby authorize the Frederick County Fruit Growers Association, Inc., to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent is specifically authorized to make hiring commitments on my behalf; provided however, that my agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As employer, I assume full responsibility for the accuracy of the Application, for all representations made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

Employer Signature: _____



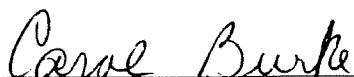
Date: _____

5/17/06

The Frederick County Fruit Growers Association, Inc, does hereby certify that is acting only as agent for the above employer/member with respect to its Temporary Alien Agricultural Labor Certification Application. Frederick County Fruit Growers Association, Inc., is neither the employer or a joint employer of the workers requested, and the individual employer/member above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that Frederick County Fruit Growers Association, Inc. has been specifically authorized to make hiring commitments on behalf of the employer/member.

Frederick County Fruit Growers Association, Inc., Agent

By: _____



Date: _____

5/17/06

Virginia Employment Commission
Winchester Local Office

Virginia Comision de Empleo
La Oficina de Winchester

Summary of Employment Conditions
Specified on Job Order

1. Order Number: VA5051990
2. Name of Employer: William L. Whitacre
3. Location of Employer and Directions:
From Winchester, Rt 522 North 20 miles to right
on Rt 695, ½ mile on right.
4. Period of Employment:
From 07/10/06 To 11/11/06
5. Work Schedule: 8 hours per day, 5 days per week.
6. Crop and Pay:

Crop: Peaches and
Early Apples

Hourly Wage: \$8.51

Unit of Production
Piece Rate

Piece Rate .58

Estimated Hourly Wage \$8.51

Piece rate to generate at least the current adverse
effect wage rate, if any. Those workers unable to earn
the equivalent of the adverse effect wage rate by the
end of the 24-hour training period may be terminated.
Worker's earnings are based on a piece rate.
Bonus: See item 9 of Job Order

7. Work Tasks To Be Performed:

Regular: Pick fruit from trees using ladders
and picking bags. Spot or strip picking as
instructed by employer or supervisor. Alternate
tasks and pay during first week in case of crop
Delay. (See Item 12)

None

8. Transportation Provided: From Labor Camp to
Orchard and Return X Yes No
9. Housing can Accommodate 14 People

X Individuals
 Families

Sumario de las Condiciones de Empleo Que Son
Especificadas en el Orden de Trabajo

1. Numero de el Orden: VA5051990
2. Nombre Del Empleador: William L. Whitacre
3. Lugar y Direccion del Empleador:
De Winchester, Rt 522 Norte 20 millas a la
Derecha en Rt 695, ½ milla a la derecha.
4. Periodo de Empleo:
Del 07/10/06 Al 11/11/06
5. Horario de Trabajado: 8 horas por dia. numero
de dias: 5 dias por semana.
6. Cosecha Y Pago:

Cosecha Manzanas y
Duraznos

Sueldo Por Hora \$8.51

Unidad de Produccion:

Pago por Unidad .58

Calculo anticipado de las ganancias por hora \$8.51.
Tarifa por destajo garantiza un salario no menor que el
en efecto, si hay uno. Los trabajadores ganando
menos que el salario efectivo a fines de las 24 horas de
entrenamiento podran ser despedidos. Las ganancias
estan basadas en la tarifa por destajo.
Pago adicional: (Vea Numero 9 en el Orden de Trabajo)

7. Labores a Desempenar en el Trabajo:

Normales: Piscar fruta de arboles trabajando en
escaleras y llevando cubo. Piscar toda o seleccionar
siguiendo instrucciones del paton. Labores alternativas
y pago por la primera semana en caso de demora en la
cosecha. (Vea Numero 12 en el Orden):

Ninguno

8. Transportacion Provista: Del Encampamento al la
huerta y Vuelta X Yes No
9. Vivenda Disponible Para 14 Personas

X Individuos
 Familias

16

10. Meals: (Central Mess)

Provided: ☐ Yes ☒ No

If yes: Cost per day
(See item 13 in Job Order)

Workers may do their own cooking:

☒ Yes ☐ No

11. Deductions:

Type	Amount
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Social Security	<input checked="" type="checkbox"/>
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Income Tax	<input checked="" type="checkbox"/>
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Meals: See Paragraph 13 of Job Order

Transportation	<input type="checkbox"/> None
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Tools/Equipment	<input type="checkbox"/> None
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Crew leader Charges	<input type="checkbox"/> None
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12. Notes to Workers:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this Job Service of a later starting date by 07/03/06.

In order for you to be eligible for this guarantee, you must contact the Job Service at:

Virginia Employment Commission
100 Premier Place
Winchester, VA 22602
540-722-3415

During the period 06/26/06 to 07/03/06
Any Job Service office will assist you in doing this.

10. Comidas Provistas: (Cocina)

☐ Si ☒ No

Si so provistas, el costo por dia es
(Vea Numero. 13 en el Orden de Trabajo)

Los trabajadores tienen que cocinar sus comidas:

☒ Yes ☐ No

11. Deduccions:

Clase	Cantidad
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Seguro Social	<input checked="" type="checkbox"/>
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Impuestos Sobre Ingresos	<input checked="" type="checkbox"/>
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Comidas: Vea Numero 13 en el Orden de Trabajo

Transportacion	<input type="checkbox"/> Nada
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Herramientas/Maquinaria	<input type="checkbox"/> Nada
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Suma Cobrada por el Contratista de Trabajadores Agrícolas	<input type="checkbox"/> Nada
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12. Notas Para los Trabajadores:

Una copia del orden completa esta disponible en la oficina par su inspeccion:

El empleador ha garantizado el pago por su primera semana de empleo, a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notification sea a mas a tardar el 07/03/06.

Para que Ud. pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con:

Virginia Comision de Empleo
100 Premier Place
Winchester, VA 22602
540-722-3415

Durante el periodo de 06/26/06 al 07/03/06.
Cualquier Oficina del Servicio de Empleos le asistira.

**Virginia Employment Commission
Community Services for Frederick and Clarke Counties**

**Maintains Health Clinic at the
Frederick County Fruit Growers
Labor Camp, 801 Fairmont Ave.
Winchester, Virginia.**

Shenandoah Valley Medical Sys
P.O. Box 3236
Martinsburg, WV 25401
540 722-2369

**Administers Programs in the
Prevention of Tuberculosis &
Venereal Disease. Medical
Services & Advice for Expect-
ant Mothers and Newborns.**

Winchester/Frederick County
Health Department
150 Commercial Street
Winchester, VA 22601
540 722-3470

Clarke County
Department of Health
21 S. Church Street
Berryville, VA 22611
540 955-1033

**Available For a Full
Range of Medical Services**

Winchester Medical Center
1840 Amherst Street
Winchester, VA 22601
540 722-8000

Provides Medical Assistance

Free Clinic
E. Cork Street
Winchester, VA 22601
540 662-4067

Provides Day Care Assistance

U. S. Department of Labor
Winchester Migrant Head Start
100 Pegasus Court, Suite 102
Winchester, VA 22602
540 662-4357

**These Agencies May
Provide Meals/Overnight
Lodging & Other Emergency
Assistance.**

Salvation Army
300 Ft. Collier Road
Winchester, VA 22602
540 667-4777

Winchester Rescue Mission
301 N. Cameron Street
Winchester, VA 22601
540 667-8460

C-CAP
415 N. Cameron Street
Winchester, VA 22601
540 662-4318

**Provides Food Pantry
Housing Assistance and
Other Emergency Services**

Telemon
23 ½ Braddock Street
Winchester, VA 22601
540 722-2507

**May Provide Legal
Assistance to Worker**

The VA Justice Center
for Farm & Immigrant Workers
Charlottesville, VA 22902
800 763-7323

**Provides Services to Qualifying
Persons & Refers to Support Svcs**

Winchester Dept Social Services
33 E. Boscawen Street
Winchester, VA 22601
540 662-3807

Frederick County Department
of Social Services
107 N. Kent Street
Winchester, VA 22601
540 665-5685

Clarke County Social Services
32 E. Main Street
Berryville, VA 22611
540 955-3700

Area Education Departments

Migrant Education
100 Cedarmeade Avenue
Winchester, VA 22601
540 662-7656

Frederick County Schools
1415 Amherst Street
Winchester, VA 22601
540 662-3888

Clarke County Public Schools
309 W. Main Street
Berryville, VA 22611
540 955-6102

Winchester Public Schools
12 N. Washington Street
Winchester, VA 22601
540 667-4253

**These Agencies Also Provide
Assistance to Workers**

United States Dept of Justice
Immigration & Naturalization
Arlington, VA 22203
202 307-1504 or 202 307-1626

VA Department of Labor
P.O. Box 77
Verona, VA 24482
540 248-9280

Social Services Administration
12 Ricketts Drive
Winchester, VA 22601
540 667-1512 or 800 722-1213

U. S. Department of Labor
Wage & Hour Division
P. O. Box 627
Salisbury, MD 21803
410 742-0270